

DOCKET NO. CV 19 6083239 S	:	SUPERIOR COURT
	:	
JOHN D. CALLAHAN, JR. ET AL	:	J.D. OF BRIDGEPORT
	:	
v.	:	AT BRIDGEPORT
	:	
PLANNING & ZONING COMMISSION	:	
OF THE TOWN OF TRUMBULL, et al.	:	MAY 19, 2020

**DEFENDANT 48 MONROE TURNPIKE LLC's  
OBJECTION TO PLAINTIFFS' MOTION TO REARGUE**

Defendant, 48 Monroe Turnpike, LLC, objects to Plaintiffs' Motion to Reargue dated May 18, 2020. The stated reason for re-argument – that the court failed to address Plaintiffs' argument regarding Blaker v. Planning & Zoning Commission – is baseless and ignores the court's conclusion in its April 29, 2020 Memorandum of Decision ("Mem. Dec."). Therefore, the Motion should be denied.

In Blaker, 212 Conn. 471 (1989), the Supreme Court offered the guidance for a court reviewing the claims of *ex parte* communication in a land use proceeding. It stated:

[O]nce it has been demonstrated that an improper *ex parte* communication has occurred, a presumption of prejudice arises. Although this presumption is rebuttable, the burden of showing that a prohibited *ex parte* communication between a commission and an applicant has not prejudiced a party must be allocated to those seeking to uphold the validity of the commission's decision.

Id. at 480. Despite the Plaintiffs' contention, the court's decision did address Plaintiffs' argument about Blaker at page 21. The court concluded that because Commissioner Chory did not recall the conversation with Ms. Bakalar, "no information of an ex-parte nature could have been communicated to other members of the Commission...." Mem. Dec. at 21. Thus, in the

absence of any evidence of an “improper ex part communication,” the Blaker analysis urged by the Plaintiffs simply does not apply.

For the foregoing reasons, the Motion should be denied.

DEFENDANT 48 MONROE TURNPIKE LLC

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## **CERTIFICATION OF SERVICE**

I hereby certify that a copy of the above was mailed or electronically delivered on May 19, 2020 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served.

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